IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.BALAKRISHNAN NAIR

WEDNESDAY, THE 4TH JULY 2007 / 13TH ASHADHA 1929

Con.Case(C).No. 897 of 2007(S)

AGAINST THE JUDGEMENT/ORDER IN WPC.19608/2005

.....

PETITIONER/PETITIONER IN WPC:

S.NARAYANAN NAIR, AGED 73,
THAIKOOTTATHIL VEEDU, (EDATHIL), KANJARAMATTOM PO,
THODUPUZHA EAST .P.O.

BY ADV. SRI.N.K.MOHANLAL

RESPONDENTS/RESPONDENTS IN WPC:

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1. BRANCH MANAGER, THOMAS JOSE,
AGE ABOUT 45,(FATHER'S NAME NOT KNOWN),
KERALA FINANCIAL CORPORATION, MUVATTUPUZHA ROAD,
THODUPUZHA.

2. KERALA FINANCIAL CORPORATION,
GOPALA MENON, AGED ABOUT 54, (FATHER'S NAME NOT KNOWN), REPRESENTED BY MANAGING DIRECTOR,
VELLAYAMBALAM, TRIVANDRUM.

BY ADV. SRI. V.B.UNNIRAJ, SC, KFC

THIS CONTEMPT OF COURT CASE (CIVIL) HAVING COME UP FOR ADMISSION ON 04/07/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

K.BALAKRISHNAN NAIR, J.

W.P.(C) No.897 of 2007-S

Dated this the 4th day of July, 2007.

J U D G M E N T

The petitioner has approached this Court, alleging that the direction of this Court in Annexure-A2 judgment was not obeyed by the respondents. The direction issued by this Court reads as follows:

> ".....I heard the learned standing counsel on this point. According to him, if the petitioner pays 10% of the outstanding amount, his claim for one-time settlement will be considered in accordance with law. If the petitioner pays Rs. One lakh within one month and submits an application claiming the benefit of one-time settlement, the competent authority of the K.F.C shall consider his claim for one-time settlement and pass appropriate orders on his representation within one month from the date of receipt of the same. If the said payment is made and the representation is submitted within one month as directed above, further proceedings for the sale of the attached properties shall remain in abeyance, till the competent authority of the K.F.C takes a decision in the matter and communicates the same to the petitioner."

Apparently, in obedience with such direction, the K.F.C has issued communication No. Legal/150114910/1720/07 dated 31-1-2007. As per that communication, the K.F.C I informed the petitioner that, his offer to close the loan account by paying Rs.3 lakhs, is not acceptable to it. The petitioner was asked to revise his offer. The petitioner, thereupon, offered to close

the loan account, on payment of Rs.5 lakhs. The K.F.C found that the principal amount outstanding will come to Rs.10.60 lakhs and the total amount due is Rs.15.43 lakhs. The value of the assets will come about Rs.18.68 lakhs. So, the petitioner was informed that his offer is not acceptable to it, and that for the said amount the loan account cannot be closed. After receipt of the said letter, this contempt case is filed.

2. I feel that this Contempt Case (Civil) is not maintainable. The K.F.C has taken a decision, on the claim of the petitioner, for one-time settlement. If he is not satisfied with the said decision, he may challenge it, in appropriate proceedings.

Accordingly, the Contempt Case (Civil) is closed, without prejudice to the contentions of the petitioner.

K.BALAKRISHNAN NAIR,
JUDGE.

MS